

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MARGIE CHERRY and ESTORIA CHERRY, on  
behalf of themselves and all others similarly situated,

No. C 04-04981 WHA

Plaintiffs,

v.

THE CITY COLLEGE OF SAN FRANCISCO (“City  
College”) LAWRENCE WONG, in his official  
capacity as President of the Board of Trustees,  
MILTON MARKS, III, in his official capacity as  
Vice-President of the Board of Trustees, DR.  
NATALIE BERG, JOHNNIE CARTER, JR.,  
DR. ANITA GRIER, JULIO J. RAMOS, RODEL E.  
RODIS, in their official capacities as members of the  
Board of Trustees, and DR. PHILIP R. RAY, JR., in  
his official capacity as Chancellor,

**ORDER RE  
MOTIONS *IN LIMINE*  
RE OCR SETTLEMENT  
AND LETTER**

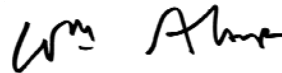
Defendants.

This order provisionally excludes from the trial the 1993 OCR-City College Settlement Agreement and the 1998 OCR letter. Declaratory and injunctive relief only are at stake. Damages are out. We must be concerned with access conditions as they exist *today*. To go back and re-litigate the 1993–98 OCR events would consume undue time and be of limited probative value. At the supplemental hearing on this issue on February 3, 2006, both sides said they did not intend to rely on these exhibits except as possible rebuttal. Plaintiffs so stated. Defendants stated that they only wanted the 1998 OCR letter in evidence and then only if plaintiffs succeeded in admitting the 1993 Settlement Agreement. In these circumstances, both

are excluded subject to exceptions upon a specific clear-cut showing of need to open up this tortured history.

**IT IS SO ORDERED.**

Dated: February 6, 2006.



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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE